

VEDDER PRICE

VEDDER, PRICE, KAUFMAN & KAMMHOLZ
222 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60601-1003
312-609-7500
FACSIMILE 312-609-5005

20357

NOV 7 1996

A PARTNERSHIP INCLUDING VEDDER, PRICE, KAUFMAN & KAMMHOLZ, PC
WITH OFFICES IN CHICAGO AND NEW YORK CITY

November 7, 1996

20357

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RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr. Vernon Williams
Secretary
Surface Transportation Board
U.S. Department of Transportation
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and two (2) fully executed and acknowledged counterparts of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The enclosed document is a Memorandum of Equipment Security Agreement, a primary document, dated as of November 1, 1996 between Fleet National Bank, not in its individual capacity, except as expressly provided, but solely as Owner Trustee under a certain Trust Agreement dated as of November 1, 1996, as mortgagor ("Owner Trustee"), and CCG Trust Corporation, as mortgagee ("Lender"). This Memorandum of Equipment Security Agreement is a summary of, and is subject to the terms of that certain Equipment Security Agreement dated as of November 1, 1996 between Owner Trustee and Lender.

The second enclosed document is a Memorandum of Trust Agreement, a secondary document, dated as of November 1, 1996. This Memorandum of Trust Agreement is a summary of, and is subject to, the terms of that certain Trust Agreement dated as of November 1, 1996 between Owner Trustee and Connell Finance Company, Inc., as Owner Participant.

The names and addresses of the parties to the above-referenced documents are as follows:

VEDDER PRICE

Owner Trustee,
as mortgagor:

FLEET NATIONAL BANK
111 Westminster Street
Providence, RI 02903
Attn: Christopher J. Lembo

Lender,
as mortgagee:

CCG TRUST CORPORATION
#1 Chelston Park
Collymore Rock, St. Michael
Barbados, West Indies
Attn: James A. Misener

Owner Participant:

CONNELL FINANCE COMPANY, INC.
45 Cardinal Drive
Westfield, NJ 07092

The following is a description of the equipment covered by the above-referenced documents:

Type of Equipment: Covered, 6,225 cubic foot, plastic pellet hopper railcars
Number of each type: 190
Identifying Marks: ECUX
First and Last Inclusive Numbers: 887001 through 887190, inclusive
Manufacturer: ACF Industries, Inc.

Please note that there is no guarantor to the enclosed documents.

The equipment is more fully described in the attached Memorandum of Equipment Security Agreement.

A fee of \$44.00 is enclosed. Please return the original and any extra copies not needed by the Surface Transportation Board for recordation to Patrick J. Bruks, Vedder, Price, Kaufman & Kammholz, 222 North LaSalle Street, 26th Floor, Chicago, IL 60601 (phone: 312/609-7527).

The following is a short summary of the document to appear in the index:

Primary Document: Memorandum of Equipment Security Agreement between Fleet National Bank, a national banking association, not in its individual capacity except as expressly provided therein but solely as Owner Trustee under a certain Trust Agreement, as mortgagor, whose address is 111 Westminster Street, Providence, Rhode Island 02903, and CCG Trust Corporation, as mortgagee,

VEDDERPRICE

whose address is #1 Chelston Park, Collymore Rock, St. Michael, Barbados, West Indies, dated as of November 1, 1996, covering one hundred ninety (190) Covered Hopper Railcars, manufactured by AFC Industries, Inc. and the leases thereof.

Secondary Document: Memorandum of Trust Agreement between Connell Finance Company, Inc. (together with its successors and permitted assigns) whose address is 45 Cardinal Drive, Westfield, New Jersey 07092 and Fleet National Bank in its individual capacity as expressly stated therein and otherwise not in its individual capacity but solely as trustee thereunder, whose address is 111 Westminster Street, Providence, Rhode Island 02903 dated as of November 1, 1996, covering one hundred ninety (190) covered Hopper Railcars manufactured by ACF Industries, Inc.

If you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Patrick J. Bruks", written in a cursive style.

Patrick J. Bruks

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20427-0001**

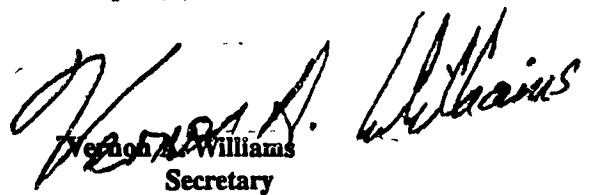
11/7/96

Patrick J. Bruks
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street
Chicago, Illinois 60601-1003

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/7/96 at 3:00PM, and assigned recordation number(s). 20357, 20357-A.

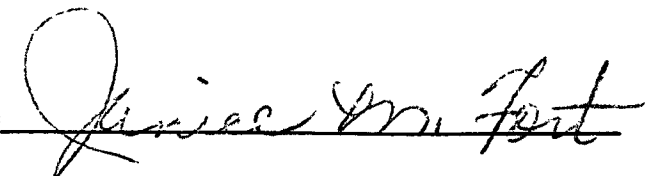
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 44.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



NOV 17 1996

MEMORANDUM OF EQUIPMENT SECURITY AGREEMENT

This MEMORANDUM OF EQUIPMENT SECURITY AGREEMENT, dated as of November 1, 1996 is between Fleet National Bank, a national banking association ("Owner Trustee"), having an office at 111 Westminster Street, Providence, RI 02903, not in its individual capacity, except as expressly provided herein, but solely as Owner Trustee under the Trust Agreement dated as of November 1, 1996 between Owner Trustee and Connell Finance Company, Inc., as mortgagor, Fleet National Bank, in its individual capacity ("Paying Agent") and CCG Trust Corporation, having an office at #1 Chelston Park, Collymore Rock, St. Michael, Barbados, West Indies, as mortgagee (together with its successors and permitted assigns, the "Lender").

1. As security for its obligations under that certain Equipment Security Agreement, described in Annex A hereto ("Equipment Security Agreement"), Owner Trustee hereby assigns and grants to the Lender all of its right, title and interest in one hundred ninety (190) covered hopper railcars, manufactured by ACF Industries, Inc., and as more fully described in Schedule I hereto.

2. As further security for its obligations under that certain Equipment Security Agreement, Owner Trustee hereby assigns and grants to the Lender all of its right, title and interest in the Lease, Replacement Lease, Loan Agreement, Guaranty Agreement and the other Operative Documents, each described in Annex A hereto.

3. Owner Trustee and Lender agree that the Equipment Security Agreement shall automatically terminate when all liabilities of the Owner Trustee to the Lender and any Noteholders thereunder, and under the Loan Agreement, the Notes and other Loan Documents shall have been paid in full.

4. This Memorandum of Equipment Security Agreement is a summary of, and in all respects is subject to, the terms of the Equipment Security Agreement.

* * *

[Memorandum of Equipment Security Agreement]

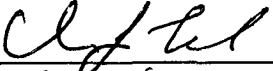
IN WITNESS WHEREOF, Owner Trustee and Lender have each caused this Memorandum of Equipment Security Agreement to be duly executed and delivered all as of the date first above written.

OWNER TRUSTEE:
as Mortgagor

LENDER:
as Mortgagee

FLEET NATIONAL BANK,
not in its individual capacity,
except as expressly provided
herein, but solely as owner trustee

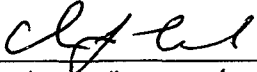
CCG TRUST CORPORATION

By: 
Name: Christopher J. Lembo
Title: AvP

By: _____
Name: _____
Title: _____

PAYING AGENT:

FLEET NATIONAL BANK, not in its
individual capacity, except as expressly provided
herein, but solely as Paying Agent

By: 
Name: Christopher J. Lembo
Title: AvP

[Memorandum of Equipment Security Agreement]

IN WITNESS WHEREOF, Owner Trustee and Lender have each caused this Memorandum of Equipment Security Agreement to be duly executed and delivered all as of the date first above written.

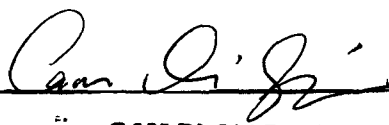
OWNER TRUSTEE:
as Mortgagor

LENDER:
as Mortgagee

FLEET NATIONAL BANK,
not in its individual capacity,
except as expressly provided
herein, but solely as owner trustee

CCG TRUST CORPORATION

By: _____
Name: _____
Title: _____

By: 
Name: _____
Title: _____
CAM DI GIORGIO
GENERAL MANAGER
& CHIEF OPERATING OFFICER

PAYING AGENT:

FLEET NATIONAL BANK, not in its individual
capacity, except as expressly provided herein,
but solely as Paying Agent

By:
Name:
Title:

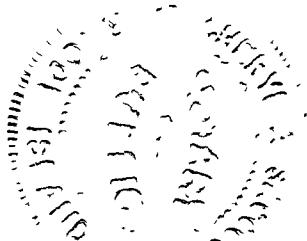
[Memorandum of Equipment Security Agreement]

STATE OF)
) ss
COUNTY OF)

On this 31 day of October, before me personally appeared Christopher J Lembo, to me personally known, who being by me duly sworn, says that he is the Asst Vice President of Fleet National Bank, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said national bank, that said instrument was signed and sealed on behalf of said national banking association by authority of its Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

STATE OF)
) ss
COUNTY OF)

On this ____ day of _____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of CCG Trust Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



NOTARIAL SEAL

Cheryl A. Saccone
Notary Public

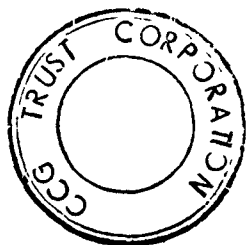
My Commission Expires: 8/24/97

[Memorandum of Equipment Security Agreement]

Corporate Form of Acknowledgement

I, **Cam Di Giorgio**, certify that I am the **General Manager and Chief Operating Officer** of CCG Trust Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further certify under the laws of Barbados that the foregoing is true and correct.

Executed on November 4, 1996.



By:

A handwritten signature in cursive script, appearing to read "Cam Di Giorgio", written over a horizontal line.

Cam Di Giorgio
General Manager and
Chief Operating Officer

[Memorandum of Equipment Security Agreement]

STATE OF)
) ss
COUNTY OF)

On this 4th day of November, before me personally appeared Christopher J. Lanza, to me personally known, who being by me duly sworn, says that he is the ASSISTANT VICE PRES of Fleet National Bank, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said national bank, that said instrument was signed and sealed on behalf of said national banking association by authority of its Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public Cheryl A. Jaccucci



My Commission Expires: 8/4/97

[Memorandum of Equipment Security Agreement]

Annex A

1. **"Equipment Security Agreement"** means that certain Equipment Security Agreement dated as of November 1, 1996 between the Owner Trustee, Paying Agent and the Lender.
2. **"Lease"** means that certain Lease Agreement dated as of August 23, 1996 between Connell Finance Company, Inc., as lessor, and Exxon Chemicals Americas, a division of Exxon Chemical Company, a division of Exxon Corporation, as lessee ("Lessee"); as amended by the Assignment, Assumption and Amendment Agreement dated as of November 1, 1996 among Connell Finance Company, Inc., Owner Trustee and Lessee.
3. **"Replacement Lease"** means that certain Replacement Lease Agreement dated as of August 23, 1996 between Connell Finance Company, Inc., as lessor and First Union Rail Corporation, as replacement lessee ("Replacement Lessee"), as amended by the Assignment, Assumption and Amendment Agreement dated as of November 1, 1996 among Connell Finance Company, Inc., Owner Trustee and Replacement Lessee.
4. **"Loan Agreement"** means that certain Loan Agreement dated as of November 1, 1996 among Owner Trustee, Connell Finance Company, Inc., Paying Agent and Lender.
5. **"Guaranty Agreement"** means that certain Guaranty Agreement as defined in the Loan Agreement.
6. **"Operative Documents"** means those certain Operative Documents as defined in the Loan Agreement

[Memorandum of Equipment Security
Agreement]

SCHEDULE I

To Memorandum of Equipment Security Agreement
Dated as of November 1, 1996 between
Fleet National Bank and CCG Trust Corporation

Units of Equipment

One hundred ninety (190) newly built and not previously in service, covered, 6,225 cubic foot, plastic pellet hopper cars, manufactured by ACF Industries, Inc., with the following identifying marks and car numbers:

Reporting Mark

ECUX

Car Numbers

887001 through 887190, inclusive